

CIRCUIT

~~SUPERIOR~~

, STATE OF INDIANA)
) SS:
COUNTY OF HANCOCK)

IN THE HANCOCK ~~CIRCUIT~~ COURT

CAUSE NO. 30CC01-0404-PL-284

IN RE: SUNROOMS OF INDIANA, INC.,)
doing business as)
FOUR SEASONS SUNROOMS)
Respondent.)

FILED
AVC NON HANCOCK SUPERIOR COURT
Circuit
APR 06 2884

ASSURANCE OF VOLUNTARY COMPLIANCE

Linda J. Gross

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General

Terry Tolliver, and the Respondent, Sunrooms of Indiana, Inc., doing business as Four Seasons Sunrooms, enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an Indiana corporation engaged in the home improvement business and transacts business with Indiana consumers. The Respondent maintains principal places of business throughout the State of Indiana, including a **franchised** location that does business from Hancock County under the assumed business name Four Seasons **Sunrooms**, located at 6211 West **400** North, Greenfield, Indiana, **46140**.

2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to **investigate** matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code Ch. 24-5-0.5.

4. The Respondent agrees that in every home improvement transaction it enters into it will provide a completed home improvement contract complying with Ind. Code § 24-5-11-10 to the consumer before it is signed by the **consumer**. The Respondent agrees that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement; ■
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract **was** submitted to the consumer and any time **limitation** on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by **Indiana** Code §24-5-11-10(a)(4) does not include **the specifications** for the home **improvement**, a statement that the **specifications** will be provided to the **consumer before** commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of-the home improvements; ■
- (g) A statement of any contingencies that would materially change the approximate completion date;

- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the **supplier's** agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or a typed version of that person's name placed directly after or below the signature.

5. The Respondent agrees that **each** of its home improvement contracts will be in a **form** that each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

6. The Respondent agrees that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

7. The Respondent agrees that it will give a fully executed copy of the home improvement contract, showing **the** dates the Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

8. The Respondent, in soliciting **and/or** contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities **are in full** compliance with the Home Improvement Contracts Act, Ind. Code Ch. 24-5-11.

9. The Respondent agrees to refrain from conducting **any** home improvements until it has first obtained all necessary licenses or permits required by law.

10. The Respondent agrees, pursuant to Ind. Code § 24-5-10-9, in every home consumer transaction to provide to the consumer two (2) copies of a written notice of the consumer's right to cancel the transaction. The Respondent agrees that the notice shall be on a separate document in at least ten (10) point boldface type and contain the following:

- (a) The address to which the consumer's notice of cancellation may be delivered or sent;
- (b) A statement that the transaction may be cancelled before midnight of the third business day **after** the consumer and the supplier finally agree to the transaction;
- (c) A statement of the explanation of the steps the consumer must take to cancel the home consumer transaction;
- (d) A statement of the steps the consumer and supplier must take after cancellation of the home consumer transaction; and
- (e) The date by which the consumer must exercise the right to cancel the transaction.

11. The Respondent, in soliciting **and/or** contracting with consumers, agrees that it will not represent that the subject of a consumer transaction **has** sponsorship, approval, performance, characteristics, accessories, uses or benefits it does not have which the supplier knows or should reasonably know it does not have, as required by Ind. Code § 24-5-0.5-3(a)(1).

12. The Respondent, in soliciting **and/or** contracting with consumers, agrees that it will not ~~represent~~ that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the supplier knows or should reasonably know that the representation is false, as required by Ind. Code § 24-5-0.5-3(a)(8).

13. The Respondent, in soliciting **and/or** contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in **full** compliance with the Deccptive Consumer Sales Act, Ind. Code § 24-5-0.5-3.

14. Upon execution of this Assurance, the Respondent shall void the contracts entered into between it and John and Carla **Ahlen** related to the installation of a **sunroom** on the **Ahlens'** home and pay consumer restitution in the amount of One Hundred Fifty-Nine Dollars (\$159.00) to John and Carla Ahlen, payable to the Office of the Attorney General.

15. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (**\$300.00**) to the Office of the Attorney General.

16. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

17. , The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

18. The Office of the Attorney General shall file this Assurance with the Circuit Court of Hancock County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 5th day of April, 2004.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Indiana Attorney General

SUNROOMS OF INDIANA, INC.,

By:

TJ T
Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204

By:

x R. Douglas Smith
Chief Executive Officer
R. DOUGLAS SMITH
Printed Name

Chief Executive Officer
Title

APPROVED this 8th day of April, 2004.

Richard D. Lober
Judge, Hancock County Circuit Court